

# MISSOURI PACIFIC RAILROAD CO.

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ST. LOUIS, MISSOURI 63103

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LAW DEPARTMENT

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VICE PRESIDENT AND GENERAL COUNSEL  
622-2025

RECEIVED

JAN 13 3 02 PM '77

I. C. C.

OPERATION BR.

7-013A057

JAN 13 1977

Date: 10-1-76

Fees: 10-1-76

ICC Washington, D. C.

December 31, 1976

RECORDATION NO. 6986-A  
JAN 13 1977 8 15 PM  
INTERSTATE COMMERCE COMMISSION

Re: Chicago & Eastern Illinois Railroad Conditional Sales Agreement,  
Dated as of April 1, 1973, Chemical Bank, Assignee. Originally  
recorded with ICC - Rec. No. 6986 - April 5, 1973 - 10:45 A.M.

Mr. Robert L. Oswald, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Oswald:

Enclosed for filing and recording pursuant to Sec. 20c of the  
Interstate Commerce Act and 49 Code Fed. Regs. Sec. 1116.1(a), et seq.,  
are five executed counterparts of an Assumption Agreement to the Condi-  
tional Sale Agreement between the Builder, Bethlehem Steel Corporation,  
as Vendor, and Chicago & Eastern Illinois Railroad Company, Vendee, and  
Chemical Bank, Assignee, said document dated as of April 1, 1973.

The instrument transmitted herewith for filing and recording,  
consisting of the Assumption Agreement, covers the following equipment:

No. of Units

Description

250

100-Ton Open Hopper Cars,  
numbered C&EI 587760-588009

AAR Class or Mechanical Designation: HT

The names and addresses of the parties to the transaction set forth  
in this instrument for filing and recording are:

Assignee:

Chemical Bank  
20 Pine Street  
New York, New York 10015

Old Vendee:

Chicago & Eastern Illinois Railroad  
210 N. 13th Street  
St. Louis, Missouri 63103

*Judy C. Oswald*  
*Robert L. Oswald*

Mr. Robert L. Oswald

-2-

December 31, 1976

New Vendee: Missouri Pacific Railroad Company  
210 N. 13th Street  
St. Louis, Missouri 63103

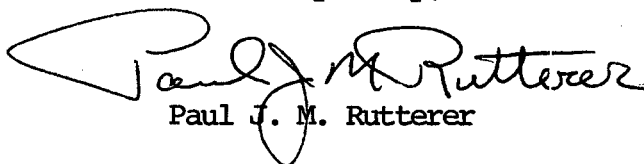
Voucher for \$10 to cover filing and recording fee is enclosed.

Upon filing and recording of the original document, three counter-  
parts thereof, showing thereon the Commission's recordation data, should be  
returned to:

Mrs. Judy C. Durand  
Missouri Pacific Railroad Company  
337 National Press Building  
Washington, D.C. 20045  
(Tel.: 628-2921)

who will arrange to call for same upon telephone advice that recordation has  
been accomplished.

Yours very truly,



Paul J. M. Rutterer

FJMR:js  
Enclosures

JAN 13 1977 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

ASSUMPTION AGREEMENT

THIS AGREEMENT, made and entered into as of  
October 15, 19 76, between and among Chemical  
Bank, (hereinafter sometimes called  
Assignee), party of the first part; Chicago & Eastern Illinois  
Railroad Company, an Indiana corporation (hereinafter called  
C&EI), party of the second part; and Missouri Pacific Rail-  
road Company, a Missouri corporation (hereinafter called  
MoPac), party of the third part:

W I T N E S S E T H:

WHEREAS, C&EI, pursuant to the provisions of a Plan  
and Joint Agreement of Merger between it and MoPac dated  
July 29, 1974, is to be merged into MoPac with MoPac remain-  
ing as the surviving corporation, which transaction has been  
approved by the Interstate Commerce Commission in a Certificate  
and Order dated May 4, 1976 in Finance Dockets 27773  
and 27774, presently effective, and

WHEREAS, pursuant to said Plan and Joint Agreement  
of Merger, MoPac, as surviving corporation, will succeed to  
all property, rights, privileges, powers and franchises  
belonging to C&EI, including but not limited to title to all  
personal property vested in C&EI by deed or otherwise, and  
shall be responsible and liable for all the liabilities and  
obligations to T&P, and

WHEREAS, legal title to certain C&EI equipment is  
vested in Assignee by virtue of an Assignment, dated as of  
the 1st day of April, 19 73, from Bethlehem

Steel Corporation, the manufacturer of said equipment, which conditionally sold the same to C&EI, pursuant to the provisions of a Conditional Sale Agreement between the manufacturer and C&EI dated as of the 1st day of April, 1973, (said Conditional Sale Agreement and Assignment, which was recorded on the 5th day of April, 1973, with the Interstate Commerce Commission and bears Recordation No. 6986, being hereinafter sometimes referred to as the "Conditional Sale Agreement");

and

WHEREAS, C&EI and MoPac have agreed that all right, title and interest of C&EI in and to the equipment specified in aforesaid Conditional Sale Agreement shall become the right, title and interest of MoPac, subject to all of C&EI's obligations thereunder including, but not limited to, the outstanding indebtedness due under said Conditional Sale Agreement defined in the preceding paragraph; and

WHEREAS, C&EI now desires to assign all of its right, title and interest in and to the said equipment specified in said Conditional Sale Agreement to MoPac, without recourse, and MoPac is willing to assume the obligations of C&EI with reference to the equipment specified in said Conditional Sale Agreement, including specifically, the obligation to pay the remaining principal balance and interest due thereon in the amounts and at the rates shown in said Conditional Sale Agreement; and the Assignee is willing to permit such assignment and accept such assumption.

NOW, THEREFORE, in consideration of the premises and of the payment by each C&EI and MoPac of the sum of One Dollar (\$1.00) to the Assignee, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. C&EI hereby assigns to MoPac all of its right, title and interest in and to the equipment specified in said Conditional Sale Agreement between Bethlehem Steel Corporation manufacturer, C&EI, and Chemical Bank, Assignee, dated the 1st day of April, 19 73, without recourse against C&EI. C&EI expressly disclaims and refrains from making any warranty to MoPac, either express or implied, as to quantity, quality, condition, suitability or merchantbility of such equipment.

2. MoPac hereby accepts the assignment of C&EI's right, title, and interest in and to the equipment specified in said Conditional Sale Agreement, without recourse on C&EI, and upon the terms and conditions specified above, and hereby assumes and covenants and agrees to and with Assignee that, with respect to said equipment, it will keep, perform and observe, subject to the conditions thereof, all the terms, covenants and conditions in said Conditional Sale Agreement contained which, but for this assignment, were to be kept, performed and observed, including punctual payment as and when due of the remaining balance of principal and interest due on such equipment.

3. Assignee joins herein for the sole purpose of evidencing its consent to the assignment by C&EI to MoPac of

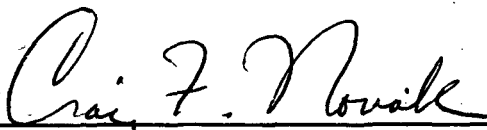
its right, title and interest in and to the equipment referred to in said Conditional Sale Agreement, without recourse on C&EI, and MoPac's assumption of T&P's obligations thereunder upon the terms and conditions specified above.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

CHEMICAL BANK

By   
Vice President

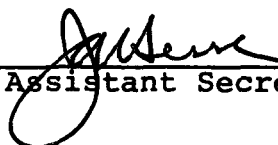
ATTEST:

  
Assistant Secretary

CHICAGO & EASTERN ILLINOIS RAILROAD  
COMPANY

By   
Vice President


ATTEST:

  
Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By   
Vice President

ATTEST:

  
Assistant Secretary

STATE OF NEW YORK

COUNTY OF NEW YORK

) ss

I, Sophie LaDue, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Preston I. Carnes, Jr., and Craig F. Novak, personally known to me to be Vice President and Assistant Secretary of Chemical Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they assigned said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of January, 19 77.

Sophie LaDue  
Notary Public

My commission expires: \_\_\_\_\_

SOPHIE LA DUE  
Notary Public, State of New York  
No. 00-7401626  
Qualified in Nassau County  
Commission Expires March 30, 1978

